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**COMMONWEALTH OF MASSACHUSETTS**

**ESSEX, ss.**

**SUPERIOR COURT  
CIVIL ACTION  
NO. 2015-01902-A**

**EUGENE PELIKHOV,  
Plaintiff**

**vs.**

**GOLD AND FARB, INC., LEV GOLDFARB,  
ALEXANDER GOLDFARB, and  
LYDMILA ROGALIN,  
Defendants**

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**MEMORANDUM AND ORDER ON DEFENDANTS' MOTION  
TO COMPEL ARBITRATION AND TO STAY PROCEEDINGS**

This action arises out of a dispute involving a family owned business that operates a small grocery store. Plaintiff's Eugene Pelikhov entered into two written agreements with the various defendants in connection with his purchase of 25% of the shares of the corporate defendant for a price of \$175,000. He alleges claims of breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, unjust enrichment, fraud/misrepresentation, embezzlement, conversion, civil conspiracy, accounting, and a violation G. L. c. 156D, § 16.04 (providing for access to corporate records).

Now before the court is the defendants' motion to compel arbitration and stay

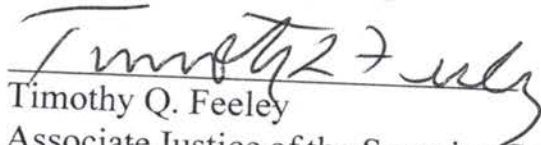
proceedings. [D. 10]. Plaintiff opposes the motion, claiming that many of the claims in the complaint do not “arise between the parties hereto concerning this Agreement,” which is the operative language in the arbitration provision in the Shareholders Agreement. The operative language in the Purchase and Sale Agreement for arbitration is: “Any controversy or claim regarding this [agreement], its enforcement or interpretation, except for the non-compete provisions contained herein, shall be settled by final and binding arbitration administered by the American Arbitration Association . . .”

The court rules that all claims in the complaint, except the statutory claim under Chapter 156D, fall within the arbitration provisions of one or both agreements between the parties. Although defendants could have sought arbitration immediately, the court finds that the delay in seeking to compel arbitration does not unfairly prejudice plaintiff or constitute a waiver.

### **ORDER**

Defendants’ motion to compel arbitration and stay proceedings is **ALLOWED**, except as to Count XI of the complaint. As to Count XI, plaintiff has leave to file an application for inspection of financial records under the provisions of G. L. c. 156D, § 16.04/16.05. The court shall dispose of such an application on an expedited basis.

May 26, 2016

  
Timothy Q. Feeley  
Associate Justice of the Superior Court

  
**A TRUE COPY, ATTEST**  
DEPUTY ASS'T. CLERK